

GLYNN & FINLEY, LLP  
 CLEMENT L. GLYNN, Bar No. 57117  
 ADAM FRIEDENBERG, Bar No. 205778  
 One Walnut Creek Center  
 100 Pringle Avenue, Suite 500  
 Walnut Creek, CA 94596  
 Telephone: (925) 210-2800  
 Facsimile: (925) 945-1975  
 Email: [cglynn@glynnfinley.com](mailto:cglynn@glynnfinley.com)  
[afriedenberg@glynnfinley.com](mailto:afriedenberg@glynnfinley.com)

Attorneys for Defendant and Counter-Plaintiff  
 ConocoPhillips Company

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

HOUTAN PETROLEUM, INC.

Plaintiff,

vs.

CONOCOPHILLIPS COMPANY, a Texas  
 corporation and DOES 1 through 10,  
 Inclusive

Defendants.

Case No. 3:07-cv-5627

**DEFENDANT AND COUNTER-  
 PLAINTIFF CONOCOPHILLIPS  
 COMPANY'S PROPOSED FORM OF  
 SPECIAL VERDICT**<sup>1</sup>

**Pretrial Conference:** February 6, 2008  
**Time:** 10:00 a.m.  
**Courtroom:** 1  
**Before:** Hon. Samuel Conti  
**Trial Date:** February 11, 2008

Do you find from a preponderance of the evidence:

AS TO PLAINTIFF'S CLAIMS

1. That on or before July 31, 2007, defendant and counter-plaintiff ConocoPhillips Company ("ConocoPhillips") notified plaintiff and counter-defendant Houtan Petroleum, Inc. ("Houtan Petroleum") that the parties' franchise agreement would terminate on October 31, 2007?

Answer Yes or No \_\_\_\_\_

<sup>1</sup> For the reasons set forth in ConocoPhillips' motion to strike Plaintiff's jury demand, and its reply in support thereof, ConocoPhillips contends that Plaintiff's claims are not triable to a jury. In the interest of complying with the Court's pretrial order, ConocoPhillips submits this proposed special verdict form. It may be necessary, however, for ConocoPhillips to withdraw or revise this proposed form of verdict upon the Court's ruling on the motion to strike Plaintiff's jury demand, as well as ConocoPhillips' motions in limine.

1           2.       That Houtan Petroleum requested that ConocoPhillips make a “bona fide offer” to  
2 sell its equipment and improvements at the service station within 30 days of the date on which  
3 ConocoPhillips provided Houtan Petroleum notice that the franchise agreement would terminate  
4 (i.e., within 30 days after ConocoPhillips provided the franchise agreement to Houtan  
5 Petroleum)?

6           Answer Yes or No \_\_\_\_\_

7           If you answered “No” to Question No. 2, skip Question Nos. 3-5 and proceed to  
8 Question No. 6.

9           If you answered “Yes” to Question No. 2, proceed to Question No. 3.

10          3.       That ConocoPhillips has proven by a preponderance of the evidence that its offer  
11 to sell its equipment and improvements to Houtan Petroleum was objectively reasonable (i.e.,  
12 “bona fide”)?

13          Answer Yes or No \_\_\_\_\_

14          If you answered “Yes” to Question No. 3, skip Question Nos. 4-5, and proceed to  
15 Question No. 6.

16          If you answered “No” to either Question No. 1 or 3, proceed to Question No. 4.

17          4.       That Houtan Petroleum was damaged as a result of ConocoPhillips’ failure to  
18 make a “bona fide” offer?

19          Answer Yes or No \_\_\_\_\_

20          If you answered “No” to Question No. 4, skip Question No. 5 and proceed to  
21 Question No. 6.

22          5.       That Houtan Petroleum should be awarded the following damages as a result of  
23 defendant, ConocoPhillips’ failure to make a “bona fide” offer:

24          Answer with the amount of damages:   \$ \_\_\_\_\_

25          Proceed to Question No. 6.

26    ///

27    ///

28    ///

AS TO CONOCOPHILLIPS' COUNTER CLAIMS

6. That Houtan Petroleum has breached its contract with ConocoPhillips by refusing to return or permit ConocoPhillips to recover its equipment and improvements after termination of the parties' franchise agreement?

Answer Yes or No \_\_\_\_\_

7. That Houtan Petroleum has committed a conversion by refusing to return or permit ConocoPhillips to recover its equipment and improvements after termination of the parties' franchise agreement?

Answer Yes or No \_\_\_\_\_

8. That Houtan Petroleum has been unjustly enriched by retaining control and possession of ConocoPhillips' equipment and improvements after termination of the parties' franchise agreement?

Answer Yes or No \_\_\_\_\_

If you answered "Yes" to Question No. 6, 7 or 8, proceed to Question No. 9.

If you answered "No" to Question Nos. 6, 7 and 8, skip Question Nos. 9-10 and have your foreperson sign and date this form below.

9. That ConocoPhillips was damaged as a result of Houtan Petroleum's failure to return or permit ConocoPhillips to recover its equipment and improvements after the parties' franchise agreement terminated?

Answer Yes or No \_\_\_\_\_

If you answered "Yes" to Question No. 9, proceed to Question No. 10.

If you answered "No" to Question No. 9, skip Question No. 10 and have your foreperson sign and date this form below.

10. That ConocoPhillips should be awarded the following damages as a result of Houtan Petroleum's failure to return or permit ConocoPhillips to recover its equipment and improvements after the parties' franchise agreement terminated?

Answer with the amount of damages: \$ \_\_\_\_\_

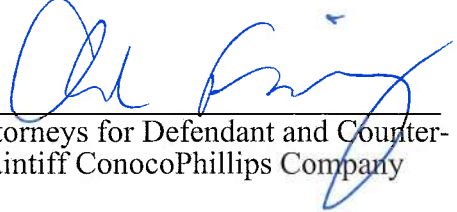
1 Please have your foreperson date and sign this Verdict Form.

2  
3 Date: February \_\_, 2008

4 \_\_\_\_\_  
Foreperson

5  
6 Submitted by:

7 GLYNN & FINLEY, LLP  
8 CLEMENT L. GLYNN  
9 ADAM FRIEDENBERG  
One Walnut Creek Center  
100 Pringle Avenue, Suite 500  
Walnut Creek, CA 94596

11 By   
12 Attorneys for Defendant and Counter-  
13 Plaintiff ConocoPhillips Company